



Request for Quotes

RFQ NO.: DCHE 2010-06

PLUMBING SERVICES

for

Kentucky Courts Park & Garden Project
13th and C Streets, SE
Washington, DC 20003-2344

Dear Prospective Respondent:

This letter is a formal request to propose services to the DC Housing Enterprises ("DCHE"), a wholly-owned subsidiary of the District of Columbia Housing Authority ("DCHA"), as needed under the small purchase procurement procedures, as amended from time to time, of this agency.

OVERVIEW

DCHE is seeking qualified respondents to provide support and benefit the DCHA by engaging in activity that will enhance the supply of affordable housing and encourage related community development in and around the District of Columbia. To achieve this goal, DCHA serves as a nonprofit development corporation, alone or in partnership with other development partners, with a primary focus on the acquisition, rehabilitation, development or redevelopment of property that will result in the increase of low-, moderate-, or mixed-income housing and community facilities in the District of Columbia. Through DCHE and its development work, DCHA strives to be a premier, innovative agency that provides core services with excellence and implements creative replicable solutions to internal and external challenges.

SCOPE OF WORK

A community garden and park is planned in Ward 6, at the southeast corner at 13th and C Streets, SE, Washington, DC. The community garden and park components will consist of brick pavers, stone dust pathways, landscaped areas, a water feature/fountain, site lighting, a shed and a pergola.

The existing site is 100% impervious and is currently a vacant asphalt lot with an apron but was formerly used as dumpster site for an adjacent development's trash and debris. The proposed site will be a community park and garden using sustainable materials with very little impervious space. The Storm Water Management plan for the proposed site will be through the use of stone dust paths, stone pavers with non-sealed joints to allow for water infiltration, grassed lawn areas, and mulched paths around the garden areas.

The scope of work will consist of the following:

1. Work under this section includes the complete construction of the plumbing as indicated by the "Limits of Disturbance" in the construction drawings; (See **Attachment A**);
2. The work shall include but not be limited to, selective demolition of asphalt, brick, concrete, and granite within the affected area;
3. Contractor shall provide and pay for all labor, materials, tools, equipment, machinery and transportation as required for the proper execution and completion of the installation of the new plumbing service and proposed fountain for garden and park;
4. Contractor shall ensure adequate protection measures are provided to ensure the health and safety of workers and the general public. During the construction operations, the sidewalks and streets around the perimeter of the project shall be kept clear as to allow pedestrian and traffic access;
5. Contractor shall perform work in compliance with the current safety regulations of the District of Columbia and the Occupational Safety and Health Administration;
6. Contractor shall schedule all applicable inspections and have an appropriate representative on site at the time of inspection, if applicable;
7. Contractor shall be responsible for all charges incurred because of failed inspections due to incomplete or incorrect work;
8. Contractor shall field verify all existing conditions, dimensions and utilities;
9. Contractor shall comply with all current District of Columbia and National building codes current as of the date of the Contractor's proposal, including but not limited to DCRA, DCWASA, DDOT and DCHE specifications, codes and requirements;
10. Contractor shall be responsible for securing the entire project site for the duration of construction operations;

11. Contractor shall provide security to protect the entire project site area during construction operations;
12. Contractor shall contact Miss Utility and have all existing utilities marked prior to the start of construction activities;
13. Contractor shall not subcontract, assign or transfer this scope of work or any part thereof, or any amounts due or to become due hereunder, to any person, firm, corporation or other entity without the prior written consent of DCHE;
14. Contractor shall submit for review and approval by DCHE any subcontract to perform the scope of work identified hereunder or any part thereof.
15. Contractor shall coordinate work with other trades and/or sub contractors;
16. Contractor shall execute a contract with DCHE within 5 working days of receipt;
17. Contractor shall perform the work on site between the hours of 7:00 a.m. and 7:00p.m., Monday through Saturday. Contractor shall submit in writing to DCHE all requests to work at times other than those listed above;
18. Contractor shall be a licensed plumber of the District of Columbia and pay for all plumbing fees related to this work;
19. There is a 100% Performance Bond or Payment Bond required for this project. No Bid Bond is required for this project;
20. DCHE strongly encourages the use of Certified District of Columbia Minority and Women Business Enterprises (M/WBE) and Certified Business Enterprises (CBE);
21. Contractor shall take all necessary precautions to avoid damaging existing underground utilities and/or aboveground utilities and services located within or outside the Limits of Disturbance that will remain and will assume responsibilities for damages. Contractor shall coordinate work with the DCHE to maintain continuation of required services;
22. Contractor shall assume full responsibility for the protection and safe keeping of adjacent properties, roads, sidewalks, and public utilities that are not a part of the construction operations;
23. Contractor shall be responsible for supplying, installing and maintaining erosion and sediment control devices per DDOE;

24. The contract type for these services is firm fixed price in accordance with the AIA contract documents form A201TM-1997 General Conditions of the contract for construction and form A401TM-1997 Standard Form of Agreement between Contractor and Subcontractor;
25. Contractor shall proceed with work within 3 days after receiving Notice to Proceed from DCHE;
26. Contractor shall continue to work on the project site until the scope of work is completed;
27. Contractor shall supply one (1) year warranty on all new equipment, labor and materials. Warranty period to begin at final inspection date;
28. Contractor agrees to have sufficient materials, supplies and personnel to meet the production to begin at time letter of Notice to Proceed is issued by DCHE;
29. Contractor shall meet or exceed the following schedule:

Project Duration: Thirty (30) calendar days
Anticipated Start Date: Wednesday, **March 3, 2010**
Anticipated Completion Date: **Thursday, April 1, 2010**
30. DCHE will pay all applicable fees and obtain the Building permit and Public Space permit(s) as required;
31. Contractor shall obtain and pay fees for plumbing permit;
32. DCHE will provide contractor with DCWASA availability slip(s);

*This procurement is being funded by the U.S. Department of Housing and Urban Development with funds made available by the American Recovery and Reinvestment Act (ARRA) of 2009, P.L. 111-5 (Recovery Act). The contractor will be subject to the additional requirements included in **Attachment B**.*

SECTION 3 REQUIREMENTS

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work at the Kentucky Courts project site is to offer new hire job opportunities for this contract through the project's Section 3 hiring program.

The Section 3 requirement is designed to provide current or former residents of DCHA public housing with the training and the employment opportunities through which they can gain the skills and job experience that will enable them to develop a career and become economically self-sufficient. Preference will therefore be given to Section 3 plans that provide quality work experience rather than a large quantity of job opportunities.

If the Contractor assesses that this particular DCHE contract/project does not provide an opportunity to provide residents with quality training and employment opportunities, DCHE encourages the Contractor to commit to providing such opportunities on other worksite(s) already secured by the Contractor. Each Section 3 Plan will be rated on the quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers.

The Contractor must provide a Section 3 Plan along with their bid proposal. This plan includes a brief narrative description of training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks and the estimated total hours of those tasks under this contract - complete the Section 3 Commitment Form enclosed with this letter solicitation (**Attachment C**). If the Contractor chooses to provide training and/or employment opportunities on work site(s) other than the project site of this contract, the Contractor must provide evidence of other secured work along with the detailed Section 3 Plan.

DCHE recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal all efforts to hire to meet the Contractors Section 3 goals must be coordinated through the DCHE Section 3 coordinator for the Kentucky Courts project. DCHE will forward the contact name and number as required. Only those residents hired through the Section 3 coordinator are eligible.

As part of this contract, the Contractor will also be required to sign a First Source Agreement with the DC Department of Employment Services.

Non-Compliance Procedures

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant.

After a determination by DCHE that the Contractor has failed to comply with the Section 3 terms of their contract, DCHE shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-complaint shall meet with DCHE within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHE shall prescribe the remedy

by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHE within thirty (30) calendar days DCHE may impose any or all of the following sanctions:

- (a) withholding payments;
- (b) termination for default or suspension of contract; or
- (c) placing the Contractor on a list of Contractors who fail to comply with DCHE Section 3 requirements.

For all Section 3 related inquiries, please contact Simone Martz at smartz@dchousing.org.

DAVIS-BACON WAGE REQUIREMENTS

Contractor shall pay all wages for this contract per the applicable and most current Davis-Bacon wage rates, attached hereto as **Attachment D**. Contractor shall provide copies of all certified payrolls along with each draw request. Draw will not be considered complete without certified payrolls included.

AFFIRMATIVE ACTION PROGRAM

If requested, the respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Time Tables (G&T), in accordance with the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986.

TERM OF CONTRACT

The term of the contract will be from the date of execution of a finalized contract document for the period of thirty (30) calendar days. The contract amount shall not exceed \$100,000.00 in accordance with DCHE's small purchase procurement requirements.

EVALUATION

The proposed respondent shall submit a completed proposal in accordance with the proposal format as outlined below:

PROPOSAL FORMAT

All proposals submitted for consideration will be reviewed by DCHE, and the Respondents receiving the highest rating, based on the criteria below, will be selected as being the most capable of providing the services in a manner that is most advantageous to DCHE, cost and other factors considered. **Please note the proposal format shall not exceed a maximum of ten (10) pages.** DCHE may reject any or all proposals that are determined not to be in DCHE's best interest. In addition, DCHE reserves the right to waive any informalities, or minor irregularities, if DCHE determines it is in its best interests to do so.

Proposals shall be submitted with **one (1) original along with four (4) copies**. Proposals shall be submitted in a sealed envelope marked **“RFQ No.: DCHE-2010-06, PLUMBING SERVICES for Kentucky Courts Garden & Park”**.

The proposal shall be divided into sections marked as follows:

1. Cover Letter
2. Firm Overview
3. Firm Experience
4. Proposed Project Team
5. Outlined Management Plan
6. Hourly Fee Schedule
7. Evidence of Liability Insurance and Certification
8. Supporting Materials

At a minimum, these sections should contain the following:

1. Cover Letter – signed by the principal-in-charge.
2. Firm Overview – provide a concise overview of the prime firm and key staff person.
3. Firm Experience – Provide up to five references, which best demonstrate your firm's competence to perform work similar to that likely to be required by this letter solicitation. Consideration will be given to projects, which illustrate the respondent's capability for performing work similar to that being sought.
4. Proposed Project Team – List the individuals and their duties from your firm, which will be assigned, to this contract to include resumes.
5. Management Plan – provide an outline of how you propose to deliver the required services over the term of the contract, including your authority structure, quality control, location of your office, etc.
6. Fee Schedule – provide your firm's rate schedule which will apply to this project.
7. Insurance and Certification-provide a copy of plumbing certification, liability insurance; Clean Hands and Good Standing certification from the DCRA.
8. Supporting Materials – Provide materials, which you deem useful in further helping the evaluation team, determine your qualifications. The evaluation factors should guide your supporting material.

EVALUATION FACTORS

The following evaluation factors will be used in determining the competitive range, with a total possible score of 100 points:

- (1) Breadth and depth of the firms experience on Plumbing projects of similar scope and size in the Washington D.C. Metropolitan area. To include the evaluation of the references as requested in Scope of Work. **(Maximum points 30)**
- (2) The qualifications and experience of the individuals who will be responsible to insure that the contract work is completed on schedule and in accordance with all applicable contract specification and regulations. **(Maximum points 25)**
- (3) Section 3 Plan or commitment. **(Maximum points 20)**
- (4) The overall detailed budget. **(Maximum points 25)**

All proposals submitted for consideration will be reviewed by the evaluation panel, and the respondent receiving the highest rating, based on the criteria presented above, will be selected as being the most capable of providing services in a manner that is most advantageous to DCHE, technical and other factors considered. The DCHE may reject any or all proposals that are determined not to be in the best interest of DCHE for any reason. In addition, DCHE reserves the right to waive any informalities or minor irregularities if it serves DCHE's best interest in doing so.

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- (1) DCHE will make an award to the responsible bidder, whose offer conforms to the solicitation and is most advantageous to the DCHE (i.e., that which represents the best value to the DCHE), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost must be considered reasonable and must reflect the proposed technical approach.
- (2) DCHE may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the DCHE.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHE, TECHNICAL AND COST FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN THE BEST INTEREST OF DCHE. IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT IS IN DCHE'S BEST INTEREST TO DOING SO.

PROTEST PROCEDURES

Any party involved in a dispute with DCHE related to a procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner in accordance with the applicable local or Federal law. The Protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHE prior to pursuing a protest with DCHE. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within DCHE duly authorized by DCHE to administer contracts for, and in the name of DCHE is the President of DCHE.

Corporate Secretary. The Officer of DCHE and General Counsel of DCHA.

Executive Director. The Executive Director of DCHA.

Federal agency. Unless otherwise defined, the United States Department of Housing and Urban development (HUD).

President. The Officer of DCHE designated as President of the Corporation.

Protestor. Any respondent to a solicitation made by DCHE who has submitted a bid, quotation or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair manner.

PROCEDURES

Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of DCHE, or constructive notification of the procurement decision, whichever is earlier, or the protest will not be considered, unless a different time period has been established in the solicitation, if applicable. In such cases the time period set forth in the solicitation prevails. The complaint must be in writing, and identify the aggrieved party by name and address, state the nature and scope of the complaint, including supporting exhibits, evidence or documents to substantiate arguments, the form of relief (including costs, if any) being sought by the Protestor, and shall be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.

The Contracting Officer, upon receipt of the formal protest or complaint, shall review the merits of the protest and render a decision, in writing, to the Protestor. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a

finding of fact based on information provided by the Protestor and DCHE's knowledge of the circumstances, and include instructions for further action the Protestor may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within twenty-one (21) calendar days of receipt, except where the response time is otherwise stipulated in the solicitation with the Protestor.

If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protestor does not agree with the decision rendered, then the Protestor may submit a formal request to have the dispute resolved by the Executive Director and DCHE Director. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted.

If the Executive Director and DCHE Director fail to respond to a timely filed appeal, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to the District of Columbia Contract Appeals Board (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Executive Director. Any appeals to CAB shall conform to all such applicable statutes, rules and regulations established under District of Columbia law.

All protests, except those directed to the CAB, shall be addressed as follows:

DC Housing Enterprises
1133 North Capitol Street, N.E., Suite 147
Washington, D.C. 20002-7599

DCHE shall, in all instances, promptly disclose information to the Federal agency related to any protests or complaints. However, failure to promptly notify the Federal agency of such matters does not relieve the Protester of the responsibility to comply with the administrative procedures presented herein.

SUBMISSION DEADLINE:

All responses to this request for proposals must be **RECEIVED** no later than Monday, **February 22, 2010, at 2:00 noon. (ET)** and may be submitted by **US mail, hand delivery, electronic mail (e-mail) or via overnight delivery service to:**

DC HOUSING ENTERPRISES
Plumbing Services-RFQ NO: 2010-06
1133 North Capitol Street, NE, Room 147
Washington, D.C. 20002-7599
Attn: Angel Reynolds
areynold@dchousing.org

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Thank you for your interest in our letter solicitation. If you have any questions concerning this matter, contact the issuing office at (202) 535-1445, or by facsimile at (202) 535-2573 or by e-mail areynold@dchousing.org.

Sincerely,

SIGNED

Angel Reynolds
Project Manager

TO DOWNLOAD ATTACHMENTS, PLEASE GO TO
www.dchousingenterprises.org